

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2004 Legislative Session

Legislative Day No. **9**

Bill No. 40 -2004

Introduced by: The Chairman at the request of the County Executive

AN ACT pursuant to Section 1.111(e) of the Howard County Code approving provisions in a collective bargaining agreement between Howard County and the International Association of Firefighters - Howard County Local 2000, which are in conflict with the provisions of Title 1 "Human Resources" of the County Code and the Employee Manual; and providing for the application of this Act.

Introduced and read first time _____, 2004. Ordered posted and hearing scheduled.

By order _____
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2004.

By order _____
Sheila M. Tolliver, Administrator

This Bill was read the third time on _____, 2004 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this __day of _____, 2004 at __ a.m./p.m.

By order _____
Sheila M. Tolliver, Administrator

Approved by the County Executive _____, 2004

James N. Robey, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County Local 2000 of the International Association of
2 Firefighters (“Local 2000”) and the County have reached agreement on a Memorandum of
3 Agreement (the “Agreement”) to be effective July 1, 2004 through June 30, 2005; and
4

5 **WHEREAS**, in accordance with Section 1.111(e) of the Howard County Code, the
6 County Executive is required to submit to the County Council for its approval all provisions
7 in collective bargaining agreements that are in conflict with Title 1 “Human Resources” of
8 the Howard County Code or the Employee Manual; and
9

10 **WHEREAS**, pursuant to authority contained in the Howard County Code, the
11 County Council, by enactment of Council Bill 42- 2003, approved provisions in the
12 Agreement that are in conflict with Title 1 “Human Resources” of the Howard County Code
13 or the Employee Manual; and
14

15 **WHEREAS**, the members of Local 2000 have ratified the Agreement, and the
16 Agreement includes provisions that are in conflict with Title 1 of the County Code and the
17 Employee Manual.
18

19 **NOW, THEREFORE,**
20

21 ***Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the***
22 *County Council continues its approval of previously-approved provisions in the Agreement*
23 *that are in conflict with the provisions of Title 1 “Human Resources” of the Howard County*
24 *Code and the Employee Manual.*
25

26 ***Section 2. Be It Enacted by the County Council of Howard County, Maryland, that, in***
27 *regard to the collective bargaining agreement between Howard County and the Howard*
28 *County Local 2000 of the International Association of Firefighters the Council approves the*
29 *following provisions which are in conflict with the provisions of Title 1 "Human Resources"*
30 *of the Howard County Code and the Employee Manual:*
31

1 **ARTICLE 9 – OVERTIME PAY.**

2 **Section 9.2- Overtime Assignment.**

3 (a) In the event management decides overtime is necessary because of the absence of a
4 unit member, such overtime will be assigned in accordance with the current
5 Memorandum of Understanding (MOU) between the Union and the Fire Chief,
6 concerning overtime.

7 (b) Said MOU will be considered part and parcel to this agreement and will therefore be
8 subject to the grievance process under Article 18 of this agreement.

9
10 **ARTICLE 18 – GRIEVANCE PROCEDURE.**

11 **Section 18.2- Time Limitations .**

12 A grievance covered by this Article must be presented promptly within 14 calendar
13 days after it arises and be processed in accordance with the following steps, time limits and
14 conditions. The grievance shall be submitted on a grievance form developed by the County
15 and the Union (form to be supplied by the County). The grievance must be hand delivered to
16 the employee's Battalion Chief. The parties recognize that the prompt settlement of
17 grievances is important to a sound and harmonious relationship between the Union, the
18 County, and the employees.

19 All grievances shall be presented at the first step of this grievance procedure by the
20 aggrieved employees or the Union within the time limitation contained herein or they shall be
21 considered waived. If the County fails to give its answer to a grievance within the time limits
22 set forth in any step, the Union and/or employee may appeal the grievance to the next step at
23 the expiration of such time limit.

24 The time limits prescribed herein may be waived by mutual agreement, in writing, by
25 the parties hereto. A grievance not appealed within the time limits herein set forth shall be
26 considered settled on the basis of the answer provided by the County at the last step of the
27 procedure utilized by the Union or the employee, which answer shall be final and binding
28 upon the aggrieved employee or the Union.

29 The parties may, by mutual agreement, waive certain steps and/or extend stated time
30 frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to
31 the expiration of said time frames. In no event may waiver or extension of any time limit

1 hereunder for presentation or appeal be implied by any action or inaction of the County or the
2 Union.

3 This Article sets forth a grievance procedure, which shall apply and be limited only to
4 questions concerning the interpretation or application of a specific provision of this
5 Agreement.

6
7 **Section 18.3 Procedural Steps/Step 1.**

8 A grievance covered by this Article must be hand delivered by the employee or
9 his/her designee to the Battalion Chief, promptly within 14 calendar days after it arises and
10 be processed in accordance with all time limits and conditions.

11
12 **Section 18.3- Procedural Steps/Step 3.**

13 Within 14 calendar days of receipt of the grievance from an employee, the Deputy
14 Chief shall take the following actions:

- 15 (a) Schedule and conduct a meeting with the employee and the Union Representative in
16 an attempt to resolve the grievance.
- 17 (b) Provide the employee with a written reply indicating the Deputy Chief's decision. The
18 decision shall be delivered in person or sent by certified mail to the employee, or
19 his/her designee shall deliver the decision.

20 In the event the Deputy Chief's decision at Step three is not satisfactory to the
21 employee, the employee shall deliver the grievance in person or by certified mail to the Fire
22 Chief within 10 days of receipt of the Deputy Chief's decision. It shall be indicated on the
23 form that the Deputy Chief's decision is not satisfactory and that the employee wishes to take
24 the grievance to the next step.

25
26 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
27 *that the provisions of this Act shall apply beginning with the first pay date after July 1, 2004.*

28
29 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
30 *that this Act shall become effective 61 days after its enactment.*